

VEGASOFT Software License and Maintenance Agreement

THIS SOFTWARE MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND VEGASOFT OY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF FINLAND, HAVING ITS PRINCIPAL OFFICE AT KIRVESTIE 43, FIN-00760 HELSINKI, FINLAND (HEREINAFTER REFERRED TO AS THE "LICENSOR").

WITNESSETH:

WHEREAS, the Licensor has the right to license the use of the software products, together with any additional facilities, referred to in the Schedule A (the "Products"); has agreed to grant and the County has agreed to accept a non-exclusive and non-transferable license to use the Products at the installation Address (Site) specified in Schedule A or for any Site that is a direct and single replacement of said Site (including a disaster recovery backup site) for the purposes contemplated by, and in all respects on the terms and conditions of this License.

WHEREAS, the County desires to procure from the Licensor software licenses and associated maintenance and support services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Licensor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Internal Services, or the duly authorized representative.
- d) The word "Licensor" to mean VEGASOFT and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Licensor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or

words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the ISD Director or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Licensor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Licensor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Licensor and whether or not in privity of Contract with the Licensor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Licensor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) Appendix A, and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

The Licensor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

ARTICLE 5. CONTRACT TERM

The Agreement shall become effective on the date that it is signed by the County or the Licensor, whichever is later and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a one (1), five (5) year period, payable on a year-to-year basis. The County also reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Licensor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County Information Technology Department
5680 S.W. 87th Ave
Miami, Florida 33173

Attention: Mirta Lopez Cardoso
Phone: +1(305) 596-8690
Fax: +1(305) 275-7696
Email: mlopezm@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
ISD, Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Margaret Brown
Phone: +1(305) 375-4914
Fax: +1(305) 375-5688
E-Mail: mwater@miamidade.gov

(2) To the Licensor

VEGASOFT OY
Kirvestie 43, FIN-00760
Helsinki, Finland

Attention: Matti Karjalainen
Phone: +358-20-7659 650
Fax: +358-9-349 7385
E-mail: sales@vegasoft.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Licensor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Licensor deemed necessary in order to determine the price the Licensor will charge for the Annual Maintenance Fee. The compensation for the Annual Maintenance Fee performed under this Contract, including all costs associated with it, shall be in the total amount of Twenty Three Thousand, Four Hundred Sixty-Six U.S. dollars and Thirty-eight cents (\$23,466.38) per year. The County shall have no obligation to pay the Licensor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Licensor.



With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall be as they are listed in Appendix B, Payment Schedule. Renewal fees will be capped at an annual increase of 5%.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Licensor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Licensor, which are directly attributable or properly allocable to the Services, the Licensor may bill the County periodically, but not more than once per month, upon invoices certified by the Licensor pursuant to Appendix B – Payment Schedule. All invoices shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Information Technology Department
5680 S.W. 87th Ave, Miami, Florida 33173

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. MANNER OF PERFORMANCE

- a) The Licensor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Licensor in all aspects of the Services.
- b) The Licensor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 11. INDEPENDENT LICENSOR RELATIONSHIP

The Licensor is, and shall be, in the performance of all services and activities under this Agreement, an independent Licensor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Licensor's sole direction, supervision and control. The Licensor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Licensor's relationship and the relationship of its employees to the County shall be that of an independent Licensor and not as employees and agents of the County.

The Licensor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 12. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Licensor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Licensor.

ARTICLE 13. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Licensor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Licensor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 14. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 15. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Licensor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 16. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 17. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensors and in such event:

- d) The Licensors shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensors will be compensated as stated in the payment Articles, herein, for the Annual Maintenance Fee.
- f) All compensation pursuant to this Article are subject to audit.
- g) Licensors may terminate this Agreement and License if:
 - i. payment of Maintenance Fees is overdue by more than forty-five (45) days after reception of the invoice; or
 - ii. County commits a material breach of the terms hereof and (if the breach is remediable) does not remedy the breach within 90 days of a written request to do so.

ARTICLE 18. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Licensors. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Licensors has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Licensors's creditors, or the Licensors has taken advantage of any insolvency statute or debtor/creditor law or if the Licensors's affairs have been put in the hands of a receiver;
 - ii. the Licensors has failed to obtain the approval of the County where required by this Agreement;
 - iii. the Licensors has failed to provide "adequate assurances" as required under subsection "b" below;
 - iv. the Licensors has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Licensors's ability to perform the Services or any portion thereof, the County may request that the Licensors, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Licensors's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Licensors for portions of the Services which the Licensors has not performed. In the event that the Licensors fails to provide to the County the requested assurances within the prescribed time frame, the County may:
 - i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 19. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Licensors ("Default Notice"), specifying the basis for such default, and advising the Licensors that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Licensors to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Licensors has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or



any other period which the County prescribes. The default notice shall specify the date the Licensor shall discontinue the Services upon the Termination Date.

ARTICLE 20. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the County agrees that except for liability for infringement of any UNITED STATES of AMERICA patent of copyright, trade secret or other proprietary right, Licensor's LIABILITY for damages, regardless of the form of action, is limited to the Maintenance Fees received under this agreement.

In no event will Licensor be liable for any consequential damages, even if Licensor has been advised of the possibility of such damages. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 21. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Licensor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Licensor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Licensor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensor's expense, the rights provided under this Agreement to use the item(s).
- d) The Licensor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Licensor shall enter into agreements with all suppliers and subcontractors at the Licensor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Licensor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 22. CONFIDENTIALITY

22.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

22.2 In addition to the foregoing, all County employee information and County financial information shall be considered confidential information of the County and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals to the extent of any proven direct damages attributable to the Contractor's negligence or willful misconduct.

22.3 Maintenance of Confidential Information. The Contractor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its

employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

22.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

22.5 Survival. Licensee's obligations under this Article 22 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 23. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Licensors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Licensors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Licensors' employees with the approval of the lessor or Licensors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Licensor will report to the County any information discovered or which is disclosed to the Licensor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Licensor's authority to prevent improper use, disclosure or removal.

Licensor hereby warrants its exclusive marketing rights to the Licensed Software. County acknowledges that the Licensed Software constitutes trade secrets and proprietary data. Further, County acknowledges that irreparable harm could occur to Licensor in the event of disclosure of such trade secrets and proprietary data, and County hereby agrees to take all reasonable steps to safeguard the proprietary data and trade secrets of Licensor from disclosure to third parties, without the prior written consent of Licensor, and in any event, to exercise the same degree of care Licensor exercises with respect to its own proprietary data and trade secrets.

ARTICLE 24. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

14. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

15. **Office of the Inspector General**
(Section 2-1076 of the County Code)

16. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

17. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 25. PROPRIETARY RIGHTS

- a) The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Licensor shall not, without the prior written consent of the County, use such documentation on any other project in which the Licensor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Licensor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) Except as otherwise provided in subsection a above, or elsewhere herein, the Licensor and its subcontractors and



suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.

ARTICLE 26. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Licensor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.



ARTICLE 27. NONDISCRIMINATION

During the performance of this Contract, Licensors agree to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Licensors attest that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Licensors or any owner, subsidiary or other firm affiliated with or related to the Licensors is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Licensors submit a false affidavit pursuant to this Resolution or the Licensors violate the Act or the Resolution during the term of this Contract, even if the Licensors were not in violation at the time it submitted its affidavit.

ARTICLE 28. CONFLICT OF INTEREST

The Licensors represent that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Licensors in this Agreement. This Agreement is entered into by the Licensors without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Licensors directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Licensors or to the best of the Licensors' knowledge any subcontractor or supplier to the Licensors.
- c) Neither the Licensors nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Licensors shall have an interest which is in conflict with the Licensors' faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Licensors provide the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Licensors have no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Licensors shall promptly bring such information to the attention of the County's Project Manager. Licensors shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Licensors receive from the Project Manager in regard to remedying the situation.

ARTICLE 29. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Licensors without the express written consent of the County:



- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Licensor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Licensor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Licensor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Licensor or such parties has been approved or endorsed by the County.

ARTICLE 30. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Licensor has with the County, the Licensor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensor under federal bankruptcy law or any state insolvency law.

ARTICLE 31. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 32. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

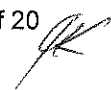
Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Licensor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Licensor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 33. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.



The Licensor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

c) Licensor Compliance

If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 34. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Licensor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 35. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 36. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 37. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.


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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

LICENSOR

By: 
 Name: _____
 Title: Matti Karjalainen
 Title: CEO
 Date: 8/11/2014
 Attest: _____

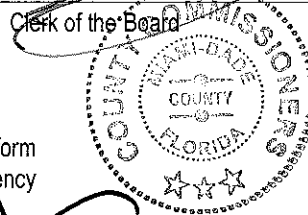
MIAMI-DADE COUNTY

By: 
 Name: _____
 Title: Carlos A. Gimenez
 Title: Mayor
 Date: 9-12-14
 Attest: _____

Corporate or Notary Seal

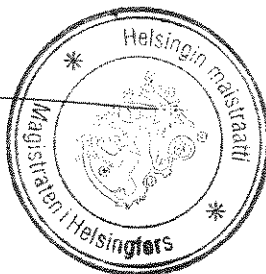
Approved as to form
and legal sufficiency

Assistant County Attorney



This is to certify that Matti Karjalainen
 is/are legally authorized to sign on behalf of
VEGASOFT OY
 and he/she has/they have signed this
 document in my presence.
 Helsinki 11. 08. 2014 Ex officio:

TONI PUOTSALAINEN
Notary Public





**Appendix A
Maintenance and Support Services**

**Appendix B
Price Schedule**

**Schedule A
Products**

APPENDIX A

MAINTENANCE AND SUPPORT SERVICES

1.0 Scope of Product Support And Maintenance

1.1 For so long as Maintenance Fees due are fully paid Licensor shall provide the following services in respect of the Products:

1.1.1 Code Corrections - supply code corrections as required correcting Product malfunctions in accordance with Product specifications as set out in the Documentation. However, if End-User has modified any Products, Licensor shall be under no obligation to correct any Product malfunction;

1.1.2 Product Updates - supply, so long as to do so is technically or commercially feasible, updates for the Products;

1.1.3 Advice - supply a reasonable amount of consultation in the event of difficulties in the user of the Products or in the interpretation of the results of the Products via written and telephone advice. If on-site assistance is necessary, Licensor standard consulting rates for such services will be applicable.

2.0 Contact Information

Current info can also be found in Contacts link on VEGASOFT home page @ www.vegasoft.com.

By phone
+358-(0)9-349 2468

By mobile
+358-(0)20 7659 650 administration
+358-(0)20 7659 651 tech support

By fax
+358-(0)9-349 7385

By mail
P.O.BOX 45
FIN-00921 Helsinki
FINLAND

By email
General Information: Sales@vegasoft.com
Customer Support: Support@vegasoft.com

**APPENDIX B
PRICE SCHEDULE**

The following maintenance and support fees apply to the VEGASOFT Software Maintenance Agreement:

Software License Fees

Software Description	Maintenance Term	Fees
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/15 - 12/31/15	\$38,600.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/16 - 12/31/16	\$40,500.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/17 - 12/31/17	\$42,500.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/18 - 12/31/18	\$44,600.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/19 - 12/31/19	\$46,800.00
	INITIAL FIVE-YEAR TERM TOTAL:	\$213,000.00

Ongoing Maintenance and Support Service Fees for Five Option-to-Renew Years

Software Description	Maintenance Term	Fees
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/20 - 12/31/20	\$49,100.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/21 - 12/31/21	\$51,600.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/22 - 12/31/22	\$54,200.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/23 - 12/31/23	\$56,900.00
VG-IDMS GATEWAY TCP/IP OPTION and VG-IDMS WEB/SERVER	01/01/24 - 12/31/24	\$59,700.00
	FIVE-YEAR OTR TOTAL:	\$271,500.00

Renewal fees will be capped at an annual increase of 5%.

**Schedule A
PRODUCTS**

Products: VG-IDMS Gateway TCP/IP Option
VG-IDMS/Web Server

End-User: Miami-Dade County

Number of CPUs: 2

CPU Identification Number(s): 1) Model: (2098-P03) Serial #: C65F2
2) Model: (2098-P03) Serial #: CE8C2

VEGA Processor Group (or equivalent): Group 100a

If either CPU Group above or the number of CPUs will later be changed, County will immediately notify Licensor about the change. Licensor will adjust the fee to the County for the license fee difference and for the maintenance fee difference for the rest of the ongoing maintenance period. The differences are calculated based on the fees for the new group and the fees for the previous group.

Installation Address: Miami-Dade County Information Technology Department
5680 S.W. 87th Ave, Miami, Florida 33173
Miami, FL 33173
U.S.A



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Maa: Suomi
Country: Finland

Tämän yleisen asiakirjan:
This public document:

2. on allekirjoittanut
has/have been signed by Toni Ruotsalainen

3. toimiessaan
acting in the capacity of Notary Public

4. Siinä oleva leima/sinetti on
Bears the seal/stamp of Helsingin maistraatti

Todistetaan
Certified

5. at Helsingissä
Helsinki 6. the 11.8.2014

7. by Heidi Huuhtanen, Notary Public

8. No 10313/ 2014

9. Sinetti/Leima:
Seal/Stamp



10. Allekirjoitus:
Signature

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.
This Apostille does not certify the content of the document for which it was issued.